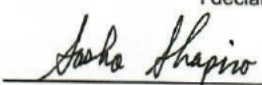


UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case 16-CA-276092	Date Filed 4-23-2021

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT	
a. Name of Employer ExxonMobil Corporation, Beaumont Refinery	b. Tel. No. (817) 308-3999
	c. Cell No.
	f. Fax No.
d. Address (Street, city, state, and ZIP code) P.O. Box 3311 Beaumont, TX 77704	e. Employer Representative (b) (6), (b) (7)(C)
	g. e-mail (b) (6), (b) (7)(C); exxonmobil.com
	h. Number of workers employed 649
i. Type of Establishment (factory, mine, wholesaler, etc.) Refinery	j. Identify principal product or service Petroleum Products
The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.	
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) Since about February 15, 2021, the employer has violated the Act by making unilateral changes to employees' terms and conditions of employment, without notice to the Union or an opportunity to bargain. See attached sheet for specific unilateral changes.	
3. Full name of party filing charge (if labor organization, give full name, including local name and number) United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers Int'l Union, AFL-CIO/CLC	
4a. Address (Street and number, city, state, and ZIP code) 60 Boulevard of the Allies Pittsburgh, PA 15222	4b. Tel. No. (412) 562-2355
	4c. Cell No. (412) 417-9677
	4d. Fax No. (412) 562-2419
	4e. e-mail sshapiro@usw.org
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)	
6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.  (signature of representative or person making charge) Sasha Shapiro, Assistant General Counsel (Print/type name and title or office, if any) 60 Blvd. of the Allies, Room 807 Address Date April 23, 2021	
Tel. No. (412) 562-2355	
Office, if any, Cell No. (412) 417-9677	
Fax No. (412) 562-2429	
e-mail sshapiro@usw.org	

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information may cause the NLRB to decline to invoke its processes.

Since about February 15, 2021, the employer has violated the Act by making the following unilateral changes to employees' terms and conditions of employment, without notice to the Union or an opportunity to bargain:

1. On or about February 15 and 16, 2021, the employer did not allow employees in the Blending and Packaging Department to make up shifts missed due to inclement weather;
2. On or about February 26, 2021, the employer used supervisors to perform bargaining unit work;
3. On or about March 25, 2021, the employer changed its fall protection practices for employees working at heights, including discontinuing the practice of requiring a spotter;
4. On or about March 25, 2021, the employer discontinued daily safety toolbox meetings for warehouse and package operators;
5. On or about March 26, 2021, the employer took away employees' access to part of the North Parking Lot;
6. On or about April 2, 2021, the employer began requiring all A operators to wear N-95 masks; and
7. On or about April 9, 2021, the employer began requiring operators to take keys from truck drivers at the loading rack.

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 16**

**EXXONMOBIL CORPORATION, BEAUMONT
REFINERY**

and

**UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY,
ALLIED-INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION, AFL-
CIO/CLC**

**Cases 16-CA-276089
16-CA-276092
16-CA-276702
16-CA-277103
16-CA-278743
16-CA-287615
16-CA-287625
16-CA-288417**

**ORDER CONSOLIDATING CASES,
CONSOLIDATED COMPLAINT AND NOTICE OF HEARING**

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the Board) and to avoid unnecessary costs or delay, IT IS ORDERED THAT Case 16-CA- 276089, Case 16-CA-276092, Case 16-CA-276702, Case 16-CA-277103, Case 16-CA-278743, Case 16-CA-287615, Case 16-CA-287625, and Case 16-CA-288417, which were based on charges filed by United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied-Industrial and Service Workers International Union, AFL-CIO/CLC (Charging Party), against ExxonMobil Corporation, Beaumont Refinery (Respondent), are consolidated.

This Order Consolidating Cases, Consolidated Complaint and Notice of Hearing which is based on these charges is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq., and Section 102.15 of the Rules and Regulations of the National Labor Relations Board (the Board) and alleges that Respondent has violated the Act as described below.

1.

(a) The charge in Case 16-CA-276089 was filed by the Charging Party on April 23, 2021, and a copy of the charge was served on Respondent by U.S. mail on that same date.

(b) The first amended charge in Case 16-CA-276089 was filed by the Charging Party on July 19, 2021, and a copy of the amended charge was served on Respondent by U.S. mail on July 20, 2021.

(c) The charge in Case 16-CA-276092 was filed by the Charging Party on April 23, 2021, and a copy of the charge was served on Respondent by U.S. mail on that same date.

(d) The charge in Case 16-CA-276702 was filed by the Charging Party on May 6, 2021, and a copy of the charge was served on Respondent by U.S. mail on that same date.

(e) The charge in Case 16-CA-277103 was filed by the Charging Party on May 13, 2021, and a copy of the charge was served on Respondent by U.S. mail on May 14, 2021.

(f) The charge in Case 16-CA-278743 was filed by the Charging Party on June 21, 2021, and a copy of the charge was served on Respondent by U.S. mail on that same date.

(g) The first amended charge in Case 16-CA-278743 was filed by the Charging Party on June 29, 2021, and a copy of the amended charge was served on Respondent by U.S. mail on June 30, 2021.

(h) The second amended charge in Case 16-CA-278743 was filed by the Charging Party on July 29, 2021, and a copy of the amended charge was served on Respondent by U.S. mail on that same date.

(i) The charge in Case 16-CA-287615 was filed by the Charging Party on December 13, 2021, and a copy of the charge was served on Respondent by U.S. mail on December 14, 2021.

(j) The charge in Case 16-CA-287625 was filed by the Charging Party on December 13, 2021, and a copy of the charge was served on Respondent by U.S. mail on December 14, 2021.

(k) The charge in Case 16-CA-288417 was filed by the Charging Party on January 4, 2022, and a copy of the charge was served on Respondent by U.S. mail on that same date.

2.

(a) At all material times, Respondent has been a corporation with an office and place of business in Beaumont, Texas (Beaumont facility), and had been engaged in the operation of a Refinery.

(b) In conducting its business operations annually, Respondent sold and shipped from its Beaumont facility goods valued in excess of \$50,000 directly to points outside the State of Texas.

(c) At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

3.

At all material times, the Charging Party has been a labor organization within the meaning of Section 2(5) of the Act.

4.

At all material times, the following individuals held the position set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and/or agents of the Respondent within the meaning of Section 2(13) of the Act:

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

5.

(a) The following employees of Respondent (the Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

[E]mployees of the Company in the Process Division, Mechanical Division and Magpetco (including hourly paid subforemen, leadermen, all clerks, typists, and messengers) at its Beaumont Refinery, Beaumont, Texas, but excluding officials, supervisors, foremen with the right to hire and discharge, all subforemen A in the Machine Shop, plant protection employees, civil, chemical, mechanical and electrical engineers, professional personnel, confidential employees, employees in the I.B.E.W. of the AFL-CIO unit and casual temporary employees, all pursuant to the “Included” and “Excluded” definitions, respectively, contained in the “Decision and Order Clarifying the Unit and Amendment of Certification” issued by the N.L.R.B. on date March 22, 1991 in Cases 16-UC-150 and 16-AC-57 and prior certifications therein referenced.

(b) At all times since 1991, at the latest, based on Section 9(a) of the Act, the Charging Party has been the exclusive collective-bargaining representative of the Unit. This recognition was embodied in the most recent collective-bargaining agreement, which was in effect from June 26, 2015, until January 31, 2021.

(c) The collective-bargaining agreement for the Unit expired on January 31, 2021, without the parties agreeing to extend the terms of the contract.

(d) Beginning about January 2021, Respondent and the Charging Party commenced bargaining for a successor collective-bargaining agreement.

(e) About February 15, 2021, the Charging Party served upon the Respondent its 75-day contractual strike notice and, about that same date in response, Respondent served upon the Charging Party its 75-day contractual lockout notice.

6.

(a) Beginning about February 2021, employee (b) (6), (b) (7)(C) commenced a campaign to decertify the Charging Party as the exclusive collective-bargaining representative of employees in the Unit.

(b) On October 5, 2021, employee (b) (6), (b) (7)(C) filed a petition with the National Labor Relations Board (NLRB), Region 16, in Case No. 16-RD-283976, seeking to decertify the Charging Party as the exclusive collective-bargaining representative of employees in the Unit.

(c) On October 25, 2021, the undersigned approved a Stipulated Election Agreement, pursuant to which NLRB, Region 16, mailed ballots to eligible employees in the Unit on November 12, 2021, and the mail ballots were to be either counted or impounded on December 29, 2021.

(d) On March 14, 2022, the NLRB, Region 16, opened and counted the ballots, and prepared and issued a Tally of Ballots showing that a majority of the ballots cast were for the Charging Party, but no Certification of Representative has since been issued.

7.

(a) About March 6, 2021, Respondent, by (b) (6), (b) (7)(C), permitted (b) (6), (b) (7)(C) to fasten and affix a lockbox on its property at the Beaumont facility for employees to deposit signed decertification and/or disaffection petitions.

(b) By the conduct described above in paragraph 7(a), Respondent provided more than

ministerial aid to the efforts of employees in their attempts to decertify the Charging Party, described above in paragraph 6(a).

8.

(a) Effective March 25, 2021, Respondent discontinued the practice of its supervisors conducting safety “toolbox” meetings with employees in the Unit.

(b) On or about March 25, 2021, Respondent, by (b) (6), (b) (7)(C), advised employees (b) (6), (b) (7)(C) was optional and no longer mandatory.

(c) About April 22, 2021, Respondent, by (b) (6), (b) (7)(C), told Unit employees in the (b) (6), (b) (7)(C) unit:

- (i) Their start and end times would change from 4:30 a.m. and 4:30 p.m., to 5:00 a.m. and 5:00 p.m. and, effective April 29 and 30, and May 1, 2021, EWT employees’ start and end times changed to 5:00 a.m. and 5:00 p.m.
- (ii) The collective bargaining agreement expired, there was no contract, and Respondent could change whatever it wanted.

(d) Around April 26, 2021, Respondent, by (b) (6), (b) (7)(C), told Unit employees in the (b) (6), (b) (7)(C) unit that their start and end times would change from 6:00 a.m. and 6:00 p.m., to 5:00 a.m. and 5:00 p.m. and, effective April 30 and May 1, 2021, (b) (6), (b) (7)(C) employees’ start and end times changed to 5:00 a.m. and 5:00 p.m.

(e) The terms and conditions of employment described above in paragraph 8(a), 8(b), 8(c)(i) and 8(d) are mandatory subjects for the purposes of collective bargaining.

(f) Respondent engaged in the conduct described above in paragraph 8(a), 8(b), 8(c)(i), and 8(d) without prior notice to the Union and without affording the Union an opportunity to bargain with Respondent.

9.

(a) From about May 1, 2021, to about February 2022, Respondent locked out all employees in the Unit employed at the Beaumont facility.

(b) Respondent engaged in the conduct described above in paragraph 9(a), in furtherance of its efforts to remove the Charging Party as the exclusive collective-bargaining representative of employees in the Unit.

10.

(a) During the lockout described above in paragraph 9(a), Respondent used temporary replacements and non-Unit personnel to perform the work performed by employees in the Unit.

(b) The conduct described above in paragraphs 9(a) and 10(a) is inherently destructive of the rights guaranteed employees by Section 7 of the Act

11.

(a) About May 27, 2021, Respondent issued employees in the Unit an Employee Information Bulletin (EIB), which, among other things: 1) solicited and encouraged employees to decertify the Charging Party; 2) conditioned ending the lockout by employees decertifying the Charging Party; 3) promised employees it would not reduce their pay and benefits upon decertification; and 4) compared the wage rates of employees in the Unit with those outside the Unit.

(b) About November 16, 2021, December 2, 2021, and December 7, 2021, Respondent issued employees in the Unit Decertification Updates/EIBs, which, among other things: 1) solicited and encouraged employees to vote against the Charging Party in a decertification election and to sign a disaffection petition; and 2) conditioned ending the lockout on employees removing the Charging Party either by decertification or withdrawal of recognition based on a disaffection

petition.

(c) About December 29, 2021, Respondent issued employees in the Unit a Decertification Update/EIB, which, among other things: 1) solicited and encouraged employees to sign a disaffection petition, and 2) conditioned ending the lockout on employees removing the Charging Party either by decertification or withdrawal of recognition based on a disaffection petition.

(d) By the conduct described above in paragraph 11(a)-11(c) above, Respondent provided more than ministerial aid to the efforts of employees in their attempts to decertify the Charging Party, described above in paragraphs 6(a) and 6(b).

(e) If Respondent's lockout, as described in paragraph 9(a) had been lawful, by its conduct described in paragraph Section 11(a)-11(c), the lockout was converted to an unlawful one.

12.

(a) On November 4, 2021, the Charging Party, by letter and e-mail to (b) (6), (b) (7)(C), requested "...[A] list of all represented employees who have left the bargaining group since October 1, 2021, through November 5, 2021, either by retirement, resignation, promotion [etc.]. This list shall include the employees name and the location worked prior to May 1, 2021[,] and position held currently...."

(b) On December 7, 2021, the Charging Party, by email to (b) (6), (b) (7)(C), advised Respondent: "... [W]e are missing the dates of each status change, including the first list the company provided. Please correct or add to both lists the actual date of each status change, within the next 5 days."

(c) The information requested by the Charging Party, as described above in paragraphs 12(a) through (b), is necessary for, and relevant to, the Charging Party's performance of its duties

as the exclusive collective-bargaining representative of the Unit.

(d) Since December 7, 2021, Respondent has failed and refused to furnish the Charging Party with the information as described above in paragraphs 12(a) through (b).

13.

By the conduct described above in paragraphs 7, 8(c)(ii), and 11, Respondent has been interfering with, restraining, and coercing employees in the exercise of rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

14.

By the conduct described above in paragraphs 9 and 10, Respondent has been discriminating in regard to the hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(3) and (1) of the Act.

15.

By the conduct described above in paragraphs 8, 9, and 12, Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(5) and (1) of the Act.

16.

The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

17.

As part of the remedy for the unfair labor practices alleged above, the General Counsel seeks an Order requiring Respondent to take the following affirmative action:

(a) Make all employees in the Unit whole for any loss of earnings and benefits suffered as a result of Respondent's unlawful conduct, with interest calculated in accordance with Board policy;

(b) Make all employees in the Unit whole for reasonable consequential damages incurred as a result of Respondent's unlawful conduct, with interest calculated in accordance with Board policy;

(c) Finally, the General Counsel seeks all other just and proper relief to remedy the unfair labor practices alleged.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the complaint. The answer must be **e-filed with this office on or before October 14, 2022.** Respondent also must serve a copy of the answer on each of the other parties.

The answer must be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. Responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time)

on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on **January 9, 2023, at 9:00 a.m. at Mickey Leland Federal Building, 1919 Smith Street, Suite 1545, Houston, TX 77002** and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

DATED at Fort Worth, Texas, this 30th day of September, 2022.



Timothy L. Watson
Regional Director
National Labor Relations Board
Region 16
819 Taylor Street, Room 8A24
Fort Worth, Texas 76102-6107

Attachments

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
NOTICE

Case 16-CA-276089

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements ***will not be granted*** unless good and sufficient grounds are shown ***and*** the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in ***detail***;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

(b) (6), (b) (7)(C)
EXXONMOBIL CORPORATION,
BEAUMONT REFINERY
PO BOX 3311
BEAUMONT, TX 77704

By e-Issuance: **(b) (6), (b) (7)(C)** [@exxonmobil.com](mailto:(b) (6), (b) (7)(C)@exxonmobil.com)

SASHA SHAPIRO
ASSISTANT GENERAL COUNSEL
UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY, ALLIED
INDUSTRIAL AND SERVICE WORKERS
INTERNATIONAL UNION, AFL-CIO/CLC
60 BLVD OF THE ALLIES, SUITE 807
PITTSBURGH, PA 15222-1214

By e-Issuance: sshapiro@usw.org

Procedures in NLRB Unfair Labor Practice Hearings

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. **You may be represented at this hearing by an attorney or other representative.** If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link: www.nlrb.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf.

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at www.nlrb.gov, click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement. The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs:** If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.
- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.

II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following:

- **Witnesses and Evidence:** At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.
- **Exhibits:** Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered in evidence. If a copy of any exhibit is not available when the original is received, it will be the responsibility

of the party offering such exhibit to submit the copy to the ALJ before the close of hearing. If a copy is not submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

- **Transcripts:** An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.
- **Oral Argument:** You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, if it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.
- **Date for Filing Post-Hearing Brief:** Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and to will set a deadline for filing, up to 35 days.

III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.
- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.
- **Exceptions to the ALJ's Decision:** The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.